Domestic Helper Protector Policy
家傭全險保險單

QBE Hongkong & Shanghai Insurance Limited
昆士蘭聯保保險有限公司
Part of the QBE Insurance Group

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I. COVER

1. Whereas the Insured has made to QBE Hongkong & Shanghai Insurance Ltd. (hereinafter called "the Company") a written Proposal and Declaration which together with all statements made in writing including Renewal Declarations by the Insured shall be the basis of this contract and be considered as incorporated herein.
2. In consideration of
   (a) the payment of the Premium, and
   (b) the due observance and fulfillment of the terms and conditions of this Policy or of any renewal thereof insofar as they relate to anything to be done or complied with by the Insured and/or the Insured Person and subject to the terms, conditions, exclusions, and memoranda contained herein or endorsed hereon if any of the events referred to in the Benefits shall happen, the Company shall provide indemnity or compensation as specified in the respective sections to the Insured or in the case of death or disablement of the Insured Person to the Insured Person or the Insured Person's legal personal representative.

II. MONEY BACK GUARANTEE

If after examining this Policy you are not entirely satisfied, return it to the Company within 30 days from the date of issue for cancellation and the premium that has been paid will be refunded in full. The Company shall not be liable to pay any compensation in respect of claim(s) arising under the Policy cancelled thereof.

III. DEFINITIONS In this Policy:

1. "Accidental" means an accident or a series of accidents arising out of one event.
2. "The Benefits" means the sum set out in the Benefits section against the relevant event which represents the annual aggregate limits, unless otherwise specified, that the Company is liable under a 12-month period. In the event that the Period of Insurance varies, the Benefits payable under Sections 2, 3 and 4 shall be proportionately adjusted on a pro-rata time basis.
3. "The Company" means QBE Hongkong & Shanghai Insurance Ltd.
4. "Disability" means all medical conditions resulting from injury or sickness arising from the same cause, including any complication arising therefrom or closely related thereto. Successive disabilities are treated as the same disability unless they are due to causes that are independent and unrelated to each other or separated by at least 90 days from the date of discharge from a Hospital or the last consultation by a Registered Medical Practitioner, whichever is the later.
5. "Effective Date" means the commencement date of the Period of Insurance in the Policy Schedule or the date of change of Insured Person in the endorsement whichever is later.
6. "Hospital" means an establishment duly constituted and registered as a hospital for the care and treatment of sick and injured persons and which:
   (a) has organised facilities for diagnosis, treatment and major surgery;
   (b) provides twenty-four hours a day nursing services by registered nurses;
   (c) is under the supervision of Registered Medical Practitioner; and
   (d) is not primarily a clinic, a place for custodial care, alcoholics or drug addicts, a nursing, rest or convalescent home or home for the aged or similar establishment.
7. "Hospital Confinement" means a period of one or more days during which the Insured Person is admitted and stays in a Hospital as an in-patient and the Hospital makes a charge for room and board.
8. "Injury" means bodily injury to the Insured Person caused solely and directly by violent, Accidental, external and visible means and shall exclude bodily injury caused by sickness or disease, bacterial or viral infection not occurring through an Accidental cut or wound.
9. "Insured" means the person named in the Policy Schedule who is the legal employer of the Insured Person.
10. "Insured Person" means the domestic helper named in the Policy Schedule who is legally employed by the Insured and eligible for cover provided in this Policy.
11. "Period of Insurance" means the period specified in the Policy Schedule and any subsequent period for which the Insured shall have paid and the Company shall have accepted an additional or renewal premium.
12. "Personal Accident Benefits" means Accidental death or permanent disablement benefits as specified in the Benefits occurring within 12 months from the date of Accident.
13. "Policy" means this policy document and endorsements issued by the Company, which set out the terms and conditions of this insurance.
14. "Policy Schedule" means the schedule which is attached to and forms part of this Policy.
15. "Registered Medical Practitioner" means any person who is a legally qualified and registered medical practitioner administered by The Medical Council of Hong Kong, but excluding the Insured/Insured Person himself/herself, its spouse or relatives.
16. "Registered or Listed Chinese Medicine Practitioner" means any person whose name appears on the List of Registered or Listed Chinese Medicine Practitioners as an approved and qualified practitioner administered by the Chinese Medicine Council of Hong Kong, but excluding the Insured/Insured Person himself/herself, its spouse or relatives.
17. "Repatriation Expenses" means the reimbursement of the expenses actually reasonably and necessarily incurred by the Insured in respect of:
   (a) the repatriation of the Insured Person to his/her country of residence provided that such repatriation shall be on a scheduled flight (economy class) and shall include any transportation for ambulance transfer to and from the airport; or
   (b) the post-mortem treatment of the Insured Person and transportation of his/her mortal remains to the airport nearest to the place of burial in his/her country of residence.

IV. TABLE OF BENEFITS

Benefits	Maximum Limit (HK$)
1. Employer's Liability	100,000,000
2 Clinical Expenses • Registered Medical Practitioner • Registered or Listed Chinese Medicine Practitioner (including bonesetting) or a legally qualified and registered physiotherapist	 4,000 (200/day visit) 500 (100/day visit)

3 Surgical and hospitalisation Expenses	Any eligible medical condition	Cancer and Heart Disease (Applicable provided that Cancer and Heart Disease Extension is insured)
a. Room and board & other miscellaneous Hospital charges	300 per day	500 per day
b. Surgical fee	10,000 per Disability	60,000 per Disability (including iplanted medical device)
c. Anaesthetist's fee	25% of surgical fee up to 2,500 per Disability	25% of surgical fee up to 15,000 per Disability
d. Operating theatre fee	12.5% of surgical fee up to 1,250 per Disability	12.5% of surgical fee up to 7,500 per Disability
e. Laboratory tests at any licensed centre, clinic or Hospital	N/A	500 per Disability
f. Total amount payable per Disability	30,000	100,000
4. Dental Expenses	1,500	
5. Personal Accident Benefits		
5.1 Accidental death	200,000	
5.2 Permanent total disablement	200,000	
5.3 Loss of two or more limbs or sight of both eyes	200,000	
5.4 Loss of one limb and sight of one eye	200,000	
5.5 Loss of one limb or sight of one eye	100,000	
6. Loss of Services Cash Allowance	6,000 (200 per day)	
7. Repatriation Expenses	20,000	
8. Replacement Helper Expenses	10,000	
9. Fidelity Guarantee	3,000	
10. Domestic Helper's Liability	500,000	

SECTION 1 – EMPLOYER'S LIABILITY

If the Insured Person shall sustain bodily injury or death by Accident or Disease occurring during the Period of Insurance within the geographical area of Hong Kong and arising out of and in the course of his/her employment by the Insured, the Company shall subject to Limit of Indemnity and to the terms exceptions and conditions contained in or endorsed on this Policy (all of which are hereinafter collectively referred to as "the Terms of this section") indemnify the Insured against his/her legal liability in respect of such bodily injury or death under the Ordinance and independently of the Ordinance to pay compensation and damages and claimant's costs and expenses and also indemnify the Insured against costs and expenses incurred by or on behalf of the Insured with the Company's written consent in connection therewith.

Provided that in the event of any change to the Ordinance during or subsequent to the Period of Insurance altering the legal liability of the Insured under the Ordinance the liability of the Company under this section shall be limited to such sums as the Company would have been liable to pay if the Ordinance had remained unaltered.

Further provided that:

(a) the due observance and fulfillment of the Terms of this section in so far as they relate to anything to be done or not to be done or to be complied with by the Insured; and

(b) the truth of the statements and answers in the Proposal and Declaration

shall be conditions precedent to any liability of the Company to make payment or to provide indemnity under this section.

The Company shall also in the event of the death of the Insured indemnify the Insured's legal personal representatives in the Terms of this section in respect of liability incurred by the Insured provided that such legal personal representatives shall as though they were the Insured observe fulfill and be subject to the Terms of this section as far as they can apply.

DEFINITIONS (Applicable to Section 1)

(a) "Disease" means a disease contracted by an employee of the Insured as a result of his/her exposure to the nature of his/her employment with the Insured. Such exposure may extend over a period of time and part of which period may fall outside the Period of Insurance under this Policy. This definition applies to Employer's Liability section.

(b) "Noise-Induced Deafness" has the same meaning as assigned to that expression in the Occupational Deafness (Compensation) Ordinance (Chapter 469 of the laws of Hong Kong).

(c) "Ordinance" means the Employee's Compensation Ordinance (Chapter 282 of the laws of Hong Kong).

(d) "Pneumoconiosis" and "Mesothelioma" have the same meaning as assigned to those expressions in the Pneumoconiosis and Mesothelioma (Compensation) Ordinance (Chapter 360 of the laws of Hong Kong).

LIMIT OF INDEMNITY

(a) In respect of any Accident or Disease giving rise to a claim or claims against the Insured for which indemnity is provided under this section the Company's indemnity to the Insured including costs and expenses incurred by or on behalf of the Insured with the Company's written consent shall in the aggregate be limited to the amount specified in the Policy Schedule as "Limit of Indemnity" irrespective of the number of Insured Person who may sustain bodily injury or death consequent on or attributable to the same occurrence of Accident or Disease.

(b) In relation to any liability of the Insured in respect of a Disease contracted by an Insured Person due to the nature of his/her employment with the Insured which nature of employment applies during a period that extends over more than one Policy Period of Insurance:

   i. the aggregate of the Company's indemnity to the Insured under all insurance policies including costs and expenses incurred by or on behalf of the Insured shall not exceed the Limit of Indemnity of this section that was in force at the time the nature of the Insured Person's employment to which such Disease was due first affected the Insured Person; and

   ii. subject to the limitation of paragraph (b) (i) hereof, the Company's indemnity to the Insured under this section including costs and expenses incurred by or on behalf of the Insured shall be limited to such proportion of the Insured's liability in respect of such Disease as that part of the Insured Person's period of employment falling within the Period of Insurance of this Policy bears to the total period of his/her employment to the nature of which such Disease was due.

(c) If the occurrence of any Accident or Disease results in indemnity hereunder to more than one Insured, the limitations of the Company's liability specified in paragraphs (a) and (b) hereof shall apply to the aggregate of indemnity to all Insureds.

(d) At any time after the occurrence of any Accident or Disease giving rise to a claim or claims against the Insured for which indemnity is provided under this section the Company may pay to the Insured the full amount of the Company's liability specified in paragraph (a) or (b) hereof (after the deduction of any sums already paid) or any lesser amount for which such claim or claims can be settled and shall relinquish the conduct of any defence settlement or proceedings relating to such claim or claims and shall not thereafter be responsible for any compensation damages or costs in respect thereof or for any costs or expenses whatsoever incurred by the Insured after the Company shall have relinquished such conduct or for any loss damage or expenses caused to the Insured in consequence of any act or omission of the Company in connection therewith or of the Company relinquishing such conduct.

AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY

If the Company is obliged by the Ordinance to pay an amount for which the Company would not otherwise be liable under this Policy the Insured shall forthwith repay such amount to the Company.

SECTION 2 - CLINICAL EXPENSES

The Company shall reimburse the expenses (after deduction of any sum recovered or recoverable from any other sources) reasonably and necessarily incurred by the Insured Person during the Period of Insurance for medical consultation, treatment and prescribed medical supplies received from a Registered Medical Practitioner up to the limits specified in the Table of Benefits.

Expenses for treatment by a Registered or Listed Chinese Medicine Practitioner (including bonesetting) or a legally qualified and registered physiotherapist are payable up to the limits specified in the Table of Benefits.

The maximum amount payable under this Section will be subject to the coverage limits specified in the Table of Benefits for each 12-month period.

SECTION 3 - SURGICAL AND HOSPITALISATION EXPENSES

The Company shall reimburse the expenses (after deduction of any sum recovered or recoverable from any other sources) reasonably and necessarily incurred by the Insured Person during the Period of Insurance for Hospital Confinement as an in-patient of a Hospital undergoing medical treatment or surgery up to the limits specified in the Table of Benefits.

For Disability arising from causes other than cancer or heart disease, the total amount payable of all claims under this Section shall be subject to the limits specified in the Table of Benefits for each 12-month period in aggregate.

For Disability arising from cancer or heart disease of which the claim is admissible under this Policy, the benefits payable shall be extended to include expenses on laboratory tests which are related to the disease, recommended by a Registered Medical Practitioner and conducted at any licensed laboratory centre, clinic or Hospital up to the amount specified in the Table of Benefits per disability. In no event shall the total amount payable for all claims under this Section exceed the limits specified in the Table of Benefits for each 12-month period in aggregate.

SECTION 4 - DENTAL EXPENSES

The Company shall reimburse two-thirds of the expenses (after deduction of any sum recovered or recoverable from any other sources) reasonably and necessarily incurred by the Insured Person for oral surgery, treatment of abscesses, X-rays, extractions or fillings as a result of dental disease during the Period of insurance up to the limits specified in the Table of Benefits for each 12-month period provided that such treatment and service are received from a legally qualified and registered dentist in Hong Kong.

SECTION 5 - PERSONAL ACCIDENT BENEFITS

The Company shall pay the compensation provided in the Table of Benefits in respect of an injury to the Insured Person caused by an Accident, solely and independently out of any other cause on his/her rest days during the Period of Insurance, resulting in the Insured Person's death and disablement as stated and qualified hereunder within 12 months from the date of the Accident.

Loss of limb shall mean physical severance of a hand or foot at or above the wrist or ankle or of an arm or leg at or above elbow or knee. Loss of sight shall mean total and irrecoverable loss of all sight.

The benefit is not applicable to any Insured Person being Hong Kong Permanent Resident.

SECTION 6 - LOSS OF SERVICES CASH ALLOWANCE

The Company shall pay a daily cash allowance as compensation for the loss of services to the Insured, commencing from the 4th day of uninterrupted Hospital Confinement of the Insured Person during the Period of Insurance as an in-patient for treatment or surgery, in accordance with the amounts specified in the Table of Benefits.

SECTION 7 - REPATRIATION EXPENSES

The Company shall reimburse the Repatriation Expenses (after deduction of any sum recovered or recoverable from any other sources) reasonably and necessarily incurred up to the limits specified in the Table of Benefits for each 12-month period in the event that the Insured Person suffers from a death, serious sickness or injury resulting in him/her being unable to perform the service contract and certified by a Registered Medical Practitioner as medically unfit to work leading to early termination of his/her employment contract. Repatriation Expenses shall be reimbursed for either:

(a) the repatriation of the Insured Person to his/her home country by scheduled economy flight including any transportation for ambulance transfer to-and-from the airport; or

(b) the treatment of the Insured Person's post mortem and transportation of the mortal remains to the airport nearest to the place of burial in his/her home country.

SECTION 8 - REPLACEMENT HELPER EXPENSES

The Company shall reimburse the expenses (after deduction of any sum recovered or recoverable from any other sources) reasonably and necessarily incurred by the Insured to employ a new domestic helper up to the limits specified in the Table of Benefits for each 12-month period provided a valid claim is payable under Section 7 "Repatriation Expenses" of this Policy.

SECTION 9 - FIDELITY GUARANTEE

The Company shall pay the Insured for a pecuniary loss directly resulting from an act of fraud or dishonesty committed by the Insured Person up to the limits specified in the Table of Benefits

Provided that:

(a) The act of fraud or dishonesty must be committed during the Period of Insurance;

(b) The act of fraud or dishonesty must be discovered during the Period of Insurance or within 30 days after the Policy expiry or within 30 days after death, dismissal or expiry of employment contract with the Insured Person, whichever is the earlier;

(c) Moneys due by the Insured to the Insured Person shall be deducted from any amount otherwise payable under this section;

(d) Discovery of any act of fraud or dishonesty must be reported to the Police within 24 hours; and

(e) The Insured has a duty to prove that the pecuniary loss is a direct result of an act of fraud or dishonesty committed by the Insured Person.

SECTION 10 - DOMESTIC HELPER'S LIABILITY

The Company shall indemnify the Insured Person against all sums which the Insured Person shall become legally liable to pay by way of compensation consequent upon bodily injury or property damage to third party other than the Insured and/or the member of the Insured's household occurring during the Period of Insurance caused by a negligence act in the course of employment.

The total amount payable for each 12 month period shall be subject to the limits specified in the Table of Benefits, including all costs and expenses.

V. EXCLUSIONS

This Policy does not cover or apply to any loss which is caused directly or indirectly by or resulted from:

1. Applicable to all sections

(a) Any consequence of declared or undeclared war or any act thereof, invasion or civil war mutiny rebellion revolution insurrection or military or usurped power;

(b) Intentional self-inflicted injury or suicide (whether felonious or not) or any attempt while sane or insane.

(c) Childbirth, pregnancy, miscarriage, abortion and all complications in connection therewith notwithstanding that such event may have been accelerated or induced by accident.

(d) Intoxication by alcohol, narcotics or drugs (not prescribed by a Registered Medical Practitioner) and treatment in connection with addiction to drugs or alcohol.

(e) Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC), howsoever this syndrome has been

(f) Any claim arising from Injury, sickness, Accident or disease sustained by the Insured Person outside the geographical area of Hong Kong, unless such injury is arising out of and in the course of employment whilst the Insured Person is accompanying the Insured on an overseas trip.

(g) Any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from, in consequence of, contributed to or aggravated by asbestos in whatever form or quantity.

(h) Any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

i. nuclear weapons material;

ii. ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and for the purposes of this Exception combustion shall include any self-sustaining process of nuclear fission;

(i) Loss, damage, death, Injury, illness, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with:

i. any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

ii. any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

An act of terrorism shall mean an act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s) which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

(j) The Insured Person being in any violation of the laws or resistance to arrest.

(k) Any claim arising from pre-existing injury, sickness or disease already existed or with sign or symptom presented whether or not the Insured Person is or should have reasonably been aware of prior to the Effective Date. For the purpose of Sections 2, 3, 4 and 6, no benefits shall be payable for claim arising from any such pre-existing conditions which resulting in medical treatment being received within three (3) consecutive months immediately prior to the Effective Date. In the event that no medical treatment is sought for on such pre-existing conditions within three (3) consecutive months immediately after the Effective Date on the Insured Person, benefits under these Sections shall subsequently become effective.

2. Applicable to Section 1 (Employer's Liability)

(a) The Insured's liability to employees of contractors to the Insured.

(b) Any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;

(c) Any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party.

(d) Any liability arising from Pneumoconiosis, Mesothelioma or Noise-Induced Deafness.

(e) The Insured's liability to any person who is not an employee of the Insured within the meaning of the Ordinance.

(f) Any late payment, surcharge, fines, penalties or punitive aggravated or exemplary damages for which the Insured may become liable under the Ordinance or independently of the Ordinance.

(g) Any injury by Accident or Disease attributable to war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war mutiny rebellion revolution insurrection or military or usurped power;

(h) Any injury by Accident or Disease where the Company has not been given sufficient notice of the institution of proceedings in a court or tribunal to enable the Company to be added as a party to the proceedings.

(i) Any bodily injury or death by Accident or Disease ("The Loss") directly or indirectly caused by, resulting from or in connection with any act of terrorism or any action taken incontrolling, preventing, suppressing or in any way relating to any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the Loss:

i. the Policy Limit of Indemnity shall be such amount which the Company actually receives from the Government of the Hong Kong Special Administrative Region of the People's Republic of China ("the Government") pursuant to an Agreement for Provision of Facility dated 11th January 2002 between the Government and the Company under which the Government agreed to make available to the Company and other direct insurance companies authorized to underwrite employees compensation insurance business in Hong Kong a facility to enable them to meet claims under employees' compensation insurance policies in respect of death and injury arising out of an event of terrorism ("the Facility Agreement");

ii. the Company shall only be required to make payment after it has received from the Government (1) an approval letter confirming that the Company should settle the claim and (2) payment under the Facility Agreement; and

iii. for the avoidance of doubt, the Company shall have no obligation to make payment if for whatever reason it does not receive payment from the Government under the Facility Agreement, whether or not due to the Government's contention that the Loss does not fall within the scope of the Facility Agreement or the Facility Agreement not being complied with by the Government or by the Company.

For the purpose of the above, an act of terrorism means the use of force or violence or other means or the threat thereof, of any person or persons, whether acting alone on behalf of or in connection with any organization or government, for political, religious, or ideological purposes with an intention to influence any government and/or to put the public, or any section of the public, in fear.

If the Company alleges that the Loss falls within the scope of this Section, the burden of proving the contrary shall be upon the Insured. In the event any part of this Section is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

3. Applicable to Section 2 (Clinical Expenses), Section 3 (Surgical and Hospitalisation Expenses) and Section 6 (Loss of Services Cash Allowance)

(a) Nervous or mental disease or disorder, venereal disease, congenital anomalies or deformities, infertility, sterilisation, contraception, cancer or heart disease unless Cancer and Heart Disease Extension is insured.

(b) Rest cure or physical check-ups.

(c) Cosmetic or plastic surgery unless to correct an injury for which this Policy covers.

(d) Vaccinations, immunization, injections or preventive medication.

4. Applicable to Section 4 (Dental Expenses)

(a) One-third of the amount of each and every adjusted claim payable.

(b) Any routine examination, scaling, polishing or cleaning and crowning.

(c) Cost of any bridges, braces and dentures.

5. Applicable to Section 5 (Personal Accident Benefits)

(a) Injury occurring outside the rest days of the Insured Person.

(b) The Insured Person engaging in or taking part in illegal activities, driving or riding in any kind of motor race or underwater activities involving the use of breathing apparatus.

6. Applicable to Section 7 (Repatriation Expenses) & Section 8 (Replacement Helper Expenses)

Any repatriation or transportation of mortal remains originating outside Hong Kong.

7. Applicable to Section 10 (Domestic Helper's Liability)

(a) Any claim arising out of or in connection with Employees' Compensation Ordinance.

(b) Any property damage claim belonging to or held in trust by or in the custody or control of the Insured Person.

(c) Any agreement by the Insured to pay any sum by way of indemnity or otherwise unless such liability would have attached in the absence of such agreement.

(d) Any claim arising out of the ownership possession operation control maintenance or use of any vehicle or trailer or any aircraft or watercraft.

(e) Any claim caused by the nature or condition of any goods or services supplied by the Insured Person.

(f) Any claim from sub-contractors to the Insured Person or persons engaged in or upon the service of such subcontractors.

(g) Any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from, in consequence of, contributed to or aggravated by asbestos in whatever form or quantity.

(h) Any liability arising out of the publication or utterance of a libel or slander.

(i) Any fines, penalties, liquidated damages, punitive damages and/or exemplary damages and/or aggravated damages and/or any additional damages resulting from the multiplication of compensatory damages.

(j) Any claims made and actions instituted outside the jurisdiction of Hong Kong.

VI. WAITING PERIOD

A 10-day waiting period from the Effective Date of the Insured Person's insurance shall be applicable to Sections 2, 3, 4 and 6 of the Benefits for the Insured Person. No benefits shall be payable under these sections in respect of any event occurring during the waiting period.

VII. DOMESTIC HELPER ASSISTANCE SERVICES

The Company has arranged a 24-hour assistance service with Our appointed assistant service provider (ASP) to assist the Insured in case of the following:

(a) Domestic Helper Advice

Upon the Insured's request, ASP can provide the Insured with information relating to the overseas domestic helpers according to the information released by the Labour Department of Hong Kong.

(b) Arrangement of Temporary Domestic Helper

Upon the Insured's request, ASP will arrange for a temporary domestic helper to take care of the Insured's child(ren) or other family members during the Insured Person's absence. Such expenses are to be borne by the Insured.

(c) Repatriation of the Insured Person or Mortal Remains

Upon the Insured's request, ASP will arrange repatriation of the Insured Person or mortal remains to the home country in accordance with Part IV Section 7 – Repatriation Expenses of this Policy. The Company will reimburse the expenses incurred subject to the terms and conditions under Part IV Section 7 of this Policy.

ASP shall not be held responsible for the delays or failures in providing assistance caused by any strike, war, invasion, act of foreign enemies, armed hostilities, (regardless of a formal declaration of war), civil war, rebellion, insurrection, terrorism, political coup, riot and civil commotion, administrative or political impediments or radioactivity or acts of God or any other event of Force Majeure which prevents ASP from providing such assistance services. The use of the above services arranged by ASP is at the Insured's own accord. We will not be liable for any loss arising from the use of such services.

The Company's service provider and the professionals to whom the Insured Persons are referred by the Company's service provider are to be responsible for their own acts as independent contractors and are not employees, agents or servants of the Company. The Company shall not be responsible for any act or failure to act on the part of the service provider and these professionals such as, and not limited to, physicians, hospitals and clinics.

Simply make a call to 24-Hour Assistance Hotline + 852 2861 9239 Please quote the following when the Insured or the Insured's representative call:

(a) Policy Number

(b) the Insured Person's name

(c) a brief description of the accident and the nature of assistance required

VIII. CONDITIONS

1. **AGE LIMIT**

Unless otherwise specified in the Policy Schedule, the Insured Person shall be at age 18 to 70 at the time coverage has become effective. The Policy shall not be renewable upon expiry when the Insured Person has attained the age of 71.

2. **POLICY CURRENCY**

This Policy is issued in Hong Kong currency.

3. **CLAIM PREVENTION**

The Insured parties shall take all reasonable precautions to prevent accidents and disease and shall comply with all statutory obligations.

4. **FRAUD**

If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices shall be used to obtain the Benefits under this Policy, the Company shall have no liability in respect of such a claim.

5. **RENEWAL PROCEDURE**

Before renewing this Policy the Insured shall give written notice to the Company of any material fact affecting this insurance which has come to the Insured's notice during the preceding Period of Insurance including notice of any disease physical or mental defect or infirmity affecting the Insured Person.

6. **POLICY NOT ASSIGNABLE**

This Policy is not assignable and the Company shall not be affected by notice of any trust charge lien assignment or other dealing with this Policy.

7. **CLAIMS PROCEDURE**

Immediate notice shall be given to the Company of any occurrence likely to give rise to a claim under this Policy. Within thirty (30) days of any occurrence likely to give rise to a claim under this Policy a detailed statement in writing describing the occurrence shall be delivered to the Company. All expenses, except Domestic Helper's Liability claim, shall in the first instance be paid by the Insured unless otherwise agreed. Original invoices and receipts are required to be submitted with the claim form to the Company for reimbursement.

(a) Claims Notification Demands etc. In the event of any occurrence which may give rise to a claim under this Policy the Insured parties shall immediately give notice thereof in writing to the Company with full particulars.

The Insured parties shall also give the Company notice in writing immediately the Insured parties becomes aware of any intention to prosecute the Insured parties any impending prosecution inquest or fatal inquiry in connection with any occurrence which may give rise to a claim under this Policy. Every letter claim writ summons and process shall be forwarded to the Company immediately on receipt.

(b) Claims Control by the Company. The Company shall be entitled upon notice to the Insured parties to take over and conduct in the name of the Insured parties the defense or settlement of any claim demand or proceedings against the Insured parties. In that event:

(i) The Insured parties shall provide all such information and assistance including the latest earnings of all employees duly certified as being correct by an independent auditor and forward all such documents and other records to the Company for the conduct of such claim demand or proceedings as the Company in its discretion may from time to time require; and

(ii) the Insured parties shall not without the written consent of the Company incur any expenditure in connection with any such claim demand or proceedings or make any payment admission offer or enter into any settlement whatsoever.

(c) Claims Payments by the Insured (Not applicable to Domestic Helper's Liability). Where the Insured pays all or any part of a claim for which he/she is liable and for which indemnity is provided by this Policy, the Insured shall obtain duly witnessed signed receipts for such payments and shall retain in a safe place all such signed receipts and records and documents relating to such payments and the Insured shall at all reasonable times allow the Company to inspect and obtain copies of such records and documents.

(d) Other Insurance. If at the time a claim is made by the Insured parties under this Policy there is any other insurance covering the same liability the Company shall not be liable to pay or contribute more than its ratable proportion of any such claim and costs and expenses in connection therewith.

(e) Waiver of Claims. The Insured parties shall not enter any agreement the effect of which will waive any claim which the Insured parties would otherwise have against any person in respect of or arising out of any occurrence resulting in liability on the part of the Insured parties for which indemnity is provided by this Policy or whereby any such claim is limited or qualified in any way.

(f) Subrogation. The Company shall be entitled at its sole discretion to prosecute in the name of the Insured parties any claim for damages costs indemnity contribution or otherwise against any person who may be liable to the Insured parties in respect of any liability on the part of the Insured parties for which indemnity is provided by this Policy and shall have full discretion in the conduct of any such proceedings and in the settlement of any such claim. The Insured parties shall give all such information and assistance as the Company may from time to time require and execute any necessary documents for the purpose of vesting such rights in the Company. Any moneys recovered pursuant to the exercise of such rights shall be applied firstly for the benefit of the Company to the extent of the amount paid by the Company in respect of any claim including any costs and expenses paid or incurred by the Company and costs and expenses incurred in prosecuting such recovery action.

8. **PROOF OF LOSS**

It is a condition precedent to any liability of the Company under this Policy that the Insured parties shall at his/her own expense furnish to the Company such certificate information and evidence as the Company may from time to time reasonably require in the form and of the nature described by the Company. The Company shall be allowed at its own expense upon reasonable notice to the Insured parties to have a medical examination on the Insured Person from time to time or in the case of death upon reasonable notice to the Insured Person's legal personal representative to have a post-mortem examination of the body.

The death of the Insured Person shall be established by an official death certificate. Any claim arising from the death of the Insured Person shall be payable to the Insured Person's legal personal representative.

9. **CANCELLATION**

The Insured may, subject to no claims has been made, at any time cancel this Policy by delivering to the Company a notice in writing whereupon the Company shall retain the customary short period rate for the time the Policy has been in force.

Short Period Rates are defined as:

Policy Period not exceeding	Premium payable by the Insured
1 month	50% of annual rate
2 months	60% of annual rate
3 months	60% of annual rate
4 months	60% of annual rate
5 months	70% of annual rate
6 months	80% of annual rate
7 months	80% of annual rate
Exceeding 7 months	100% of annual rate

In the event of cancellation within the first Policy year for 2-year Policy, the Company shall charge Short Period Rate as above for the first Policy year and the Premium for the second Policy year will be refunded in full and in such case, annual rate means the first year Premium paid. In the event of cancellation in the second Policy year, the Company shall charge Short Period Rate as above for the second Policy year and annual rate means the Premium of the second year Premium paid.

The Company may at any time cancel this Policy by giving seven days' written notice to the Insured. This notice is to be posted by mail to the Insured at the address last notified to the Company. Proof of mailing shall be sufficient proof of notification.

After the Policy has been cancelled by the Company, the Company shall refund to the Insured the proportionate part of any premium paid in respect of the unexpired period of the Policy.

10. **ARBITRATION**

All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties in difference within one calendar month after having been required in writing so to do by either of the parties or in case the Arbitrators do not agree of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an Award shall be a condition precedent to any right of action against the Company. If the Company shall disclaim liability to the Insured parties for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the Provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

11. **JURISDICTION CLAUSE**

The Company shall not be liable under this Policy in respect of judgements against the Insured which are not in the first instance delivered by or obtained from a court of competent jurisdiction of Hong Kong.

12. **MINIMUM RETAINED PREMIUM CLAUSE**

Notwithstanding anything contained herein to the contrary of this Policy, in the event of any Policy amendment including cancellation requested by the Insured after Policy inception, the premium retained by the Company shall be subject to a minimum and non-refundable amount of HK$450 unless stated otherwise in the Policy Schedule or endorsement.

13. **RIGHT OF THIRD PARTIES**

Any person who is not a party to this Policy has no rights under the Contracts (Rights of Third Parties) Ordinance (CAP. 623) or any other applicable law to enforce any term of this Policy.

14. **SANCTION LIMITATION AND EXCLUSION CLAUSE**

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

WHAT TO DO WHEN AN ACCIDENT OCCURS TO YOUR DOMESTIC HELPER......

1. In the event of a domestic helper sustaining injury during the course of his/her employment, the employer shall send the injured domestic helper to the nearest government hospital for medical treatment.
2. If the injured domestic helper is granted sick leave, the employer needs to complete and forward "FORM II" in duplicate to the Labour Department within FOURTEEN days of the accident and send copy of the completed FORM II, along with a copy of the Identity Card of the injured domestic helper, to the Company at the same time.
3. When the injured domestic helper recovered to resume normal work, the employer should follow the instructions given by the Labour Department to complete all necessary procedures for the assessment of compensation.
4. For claim processing, please submit to the Company as soon as possible the Original Sick Leave Certificates; Original Medical Expenses Receipts; Original Form 5 and Original Form 7 (if any).
5. In case of any enquiries relating the accident and claim, please contact the Company's Claims Department at hotline 2877 8608.

Personal Information Collection Statement ("PICS")

In relation to the personal data collected by [QBE Hongkong & Shanghai Insurance Limited] ("QBE HK"), I/we agree and acknowledge that:

a. the personal data requested is necessary for QBE HK to process your application for insurance or claim and any such data not provided may mean this application or claim cannot be processed.

b. the personal data collected in this form may be used by QBE HK for the purposes stated in its Privacy Policy found at https://www.qbe.com/hk/en/privacy-policy. These include underwriting and administering the insurance policy being applied for (including obtaining reinsurance, underwriting renewals, claim processing, investigation, payment and subrogation and any related purposes)

c. QBE HK may transfer the personal data to the following classes of persons (whether based in Hong Kong or overseas) for the purposes identified in (b) above:

   i. third parties providing services related to the administration of my/our policy (including reinsurance); financial institutions for the purpose of processing this application and obtaining policy payments

   ii. in the event of a claim, loss adjustors, assessors, third party administrators, emergency providers, legal services providers, retailers, medical providers and travel carriers;

   iii. another member of the QBE group (for all of the purposes stated in (b)) in any country; or other parties referred to in QBE' Privacy Policy for the purposes stated therein.

d. I/we may gain access to, or request correction of my/our personal data (in both cases, subject to a reasonable fee), via email or post at:

   QBE Hongkong & Shanghai Insurance Limited

   Address: 33/F, Oxford House, Taikoo Place, 979 King's Road, Quarry Bay, Hong Kong

   Email: info.hk@qbe.com.hk

e. That where I/we are providing personal data on behalf of another person to QBE HK, I/we have obtained consent from the other person who have agreed that their personal data will be released to QBE HK in accordance with paragraphs (a), (b), and (c) above.

f. That in the event of differences between the English and Chinese, the English version shall prevail.

DMHCDH-Q-022025